

A. G. Contract No. KR91 2664TRN
ADOT ECS File No.: JPA 91-125
Project: H4680 01C
Section: I-10 & SR-387 Treckell Road,
Val Vista Road Drainage Channel

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE PINAL COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT is entered into 29 May, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL
COUNTY FLOOD CONTROL DISTRICT, ARIZONA, acting by and through its
BOARD OF DIRECTORS (the "District").

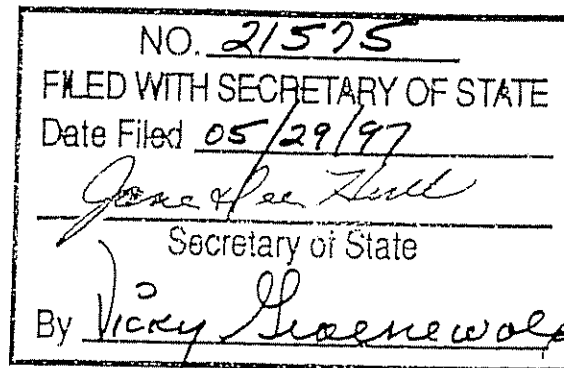
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The District is empowered by Arizona Revised Statutes
Section 48-3603 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
District.

3. The State and the District desire to construct
renovations to an existing drainage channel from I-10 to West of
SR-387 that will provide improved drainage to I-10 and SR-387 in
the vicinity of east of Treckell Road along Val Vista Boulevard,
at an estimated cost of \$500,000.00, hereinafter referred to as
the Project, and to transfer ownership and maintenance
responsibility of the drainage channel outside the State highway
right-of-way from the State to the District

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The District will:

a. Provide design plans, specifications and such other documents and services required to accomplish the Project. Obtain any necessary additional rights-of-way, easements or permits for the drainage channel renovation.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason.

c. Invoice the State for the cost of the Project design and construction, in an amount not to exceed \$500,000.00. Upon approval and by resolution of the State Transportation Board, accept jurisdiction and maintenance responsibility for the drainage channel outside the State highway right-of-way of SR-387.

d. Allow the drainage from I-10 and SR-387 to continue to flow in the channel.

e. Not allow more water into the drainage channel than the channel or structures over or along the channel is designed for.

2. The State will:

a. Retain fee title to the channel within the State highway right-of-way on SR-387, and the right to perpetual use of the entire channel for water runoff from I-10 and SR-387.

b. Upon receipt of an invoice, pay the District the cost of the improvements, in an amount not to exceed \$500,000.00, to accomplish the Project improvements. Upon completion of the Project improvements by the District and expenditure of the funds, and upon approval and by resolution of the State Transportation Board, abandon jurisdiction and maintenance responsibility for the channel outside the State highway right-of-way of SR-387 to the District, generally as shown on exhibit A, which is attached hereto and made a part hereof.

c. Grant the District the right to perpetual use of the channel located within the State highway right-of-way for SR-387 for drainage purposes.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual unless assumed by another government entity, may be cancelled at any time prior to the award of a Project design or construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pinal County Flood Control District
Director of Pinal County Department of Civil Works
PO Box 727
Florence, AZ 85232

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY FLOOD CONTROL
DISTRICT

STATE OF ARIZONA
Department of Transportation

By *Jimma B. Kern*
Chairman
Board of Directors

By *Edward D. Wright*
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By *Stanley D. Griffis*
STANLEY D. GRIFFIS
Clerk of the Board